

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly, Steve Turner, James W. "Bill" Latimer, and Ben Harrison.
Absent: None. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Ben Harrison and seconded by James W. "Bill" Latimer to approve the minutes of April 15 and May 1, 2013.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to approve the following claims

4/19/13	Check # 23929 - 23996	\$ 726,855.72
4/26/13	Check # 23997 - 24047	\$ 199,160.77
4/30/13	Check # 24048 - 24125	<u>\$1,046,973.05</u>
	TOTAL	\$1,972,989.54

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Ben Harrison to authorize the Chairman to execute the following resolution to award the bid package contract for the Joint Library Project.

A RESOLUTION AUTHORIZING CONTRACTS RELATING TO THE JOINT LIBRARY PROJECT, AND APPROVING RELATED EXPENSES

WHEREAS, Limestone County Commission and the City of Athens are joint parties to the "Purchase, Sale, and Joint Development Agreement," as amended;

WHEREAS, the Limestone Building Group has received sealed bids for Phase I of the Athens-Limestone Public Library;

WHEREAS, this project was divided into separate bid packages, and contained various alternatives;

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

WHEREAS, the lowest responsible and responsive bidders for the various bid packages have been identified;

WHEREAS, Limestone County Commission wishes to award the bid package contracts as stated in this Resolution; and

WHEREAS, the City Council passed a similar Resolution on April 22, 2013, Limestone County Commission must take similar action prior to such bid package awards to be final.

THEREFORE BE IT RESOLVED BY LIMESTONE COUNTY COMMISSION on May __, 2013 at _____ a.m., as follows:

1. Limestone County Commission finds that the lowest responsible and responsive bidders for the various bid packages related to Phase I of the Athens Limestone Public Library project are as shown in **Exhibit A** hereto. Limestone County Commission awards the various bid packages, along with the alternates, as shown in the shaded column on **Exhibit A** hereto.

2. Limestone County Commission authorizes the Mayor of the City of Athens to enter into a contract with the successful contractors, with respect to the various bid packages, as shown in the shaded column on **Exhibit A**. The contracts shall be in conformity with the bid specifications and proposals of the successful bidders. Such contracts, at the Mayor's reasonable discretion, may include further and additional terms that accomplish the purpose of this Resolution, to the extent that the same are not inconsistent with the bid specifications and proposals of the successful bidders, and are otherwise permitted by law.

3. The Mayor is further authorized to carry out the terms of such contracts as soon as may be practicable, and to execute such other and additional documents that may be necessary and/or required in order to facilitate the transaction described herein.

4. Limestone County Commission approves the expenditure of \$2,500,000.00 from the Project Account (and made pursuant to the Purchase, Sale, and Joint Development Agreement, as amended) for Phase I – Athens Limestone Public Library expenses, as shown in **Exhibit A**, plus expenses related to architectural fees in connection with the same. The Project Manager may disburse such funds as provided in the Purchase, Sale, and Joint Development Agreement, as amended.

ADOPTED this the 6th day of May, 2013.

Stanley Menefee, Chairman

Exhibit A

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

KJV Take-off By	BID COMPARISON												1 Page
Checked By	Project: PHASE I - ATHENS-LIMESTONE PUBLIC LIBRARY Product: Combination Package Comparison Date: 4/12/2013												
Bid Package	Low Single Package	1, 2, 15	1, 2, 13, 15	1, 2, 8, 9, 15	1, 2, 8, 9, 14, 15	1, 2, 8, 9, 13, 14, 15	8, 9	1, 2, 15, - 8, 9	Contractor	Sales Tax	Scope Interview	Value Engineering Offered?	
1 - Demolition	212,800	***	***	***	***	***	212,800	(FLC 1,2,15)	FL Crane & Sons Combo	-			
2 - Concrete	105,000	***	***	***	***	***	105,000	(FLC 1,2,15)	FL Crane & Sons Combo	-			
3 - Storefront	137,000	137,000	137,000	137,000	137,000	137,000	137,000	137,000	Masonry Arts	5,100	4/18/2013	Yes	
4 - Specialties									No bids received				
5 - Doors & Hardware	37,215	37,215	37,215	37,215	37,215	37,215	37,215	37,215	Cornerstone Detention Products, Inc.	898	4/15/2013	No	
6 - Masonry	251,938	251,938	251,938	251,938	251,938	251,938	251,938	251,938	Masonry Arts	7,589	4/18/2013	Yes	
7 - Steel	119,241	119,241	119,241	119,241	119,241	119,241	119,241	119,241	Garrison Steel Erectors	5,928	4/17/2013	No	
8 - Metal Framing	109,461	109,461	109,461	***	***	***	***	***	Simpson Plastering Combo	-			
9 - EIFS	111,777	111,777	111,777	***	***	***	***	(SP 8,9)	Simpson Plastering Combo	-			
10 - Painting	26,718	26,718	26,718	26,718	26,718	26,718	26,718	26,718	Bazan Painting	396	4/15/2013	No	
11 - Roofing	296,035	296,035	296,035	296,035	296,035	296,035	296,035	296,035	CSA, Inc.	9,500	4/16/2013	No	
12 - Plumbing	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	HC Blake	1,000	4/19/2013	No	
13 - Mechanical	143,207	143,207	***	143,207	143,207	***	143,207	143,207	Hardy Corporation	6,873	4/18/2013	No	
14 - Electrical	228,000	228,000	228,000	228,000	***	***	228,000	228,000	FL Crane & Sons (TR Electrical)	8,000	4/15/2013	Yes	
15 - Site work	286,200	***	***	***	***	***	286,200	(FLC 1,2,15)	FL Crane & Sons Combo	-			
16 - Landscaping	41,245	41,245	41,245	41,245	41,245	41,245	41,245	41,245	Distinctive Landscaping	-	4/19/2013	No	
17 - Fire Protection	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	International Fire Protection	-	4/18/2013	No	
FL Crane & Sons		587,900	832,300	869,000	1,092,400	1,319,000		587,900		-	4/15/2013	No	
Simpson Plastering							220,200	220,200		5,980	4/18/2013	No	
Base Bid Total	2,201,837	2,185,737	2,286,930	2,245,599	2,240,999	2,324,392	2,200,799	2,184,699	Low Total Combination	51,264			
ALTERNATES:	Package:	1,2,15	89	6	10	11 / 12	14 / 17						
1 - Limestone sill in lieu of EIFS			(450)	16,581				16,131	Upgrade suggested for longevity	445			
2 - Cedar & EIFS in lieu of Hardie			950		2,260			3,210	Upgrade suggested for aesthetics	56			
3 - P1 electrical fixtures							14,600		- Not required unless no Phase II	-			
4 - Add children's restroom	12,490					4,600	900	17,990	Suggested due to building program	-			
5 - Cost of Limestone (Base)				(57,891)					FMS not enough savings to remove from Contractor and take on risk.				
6 - Cost of Limestone (Alt #1)				(5,745)									
7 - R20 roof insulation in lieu of R30						(16,000)			- Recommend leaving @ R30 for energy savings				
Cost of limestone from FMS (Base)				56,984					French Mill Stone for Foundation / donation (no significant savings)				
Cost of limestone from FMS (Alt 1)				6,270									
ALLOWANCES:													
Allowance for monument sign as CO to packages								18,000	French Mill Stone to price for Foundation / donation				
Allowance for Package 4 as CO to another package								105,000					
VALUE ENGINEERING:									Value engineering to be finalized and recommendation to follow to				
1. Use self-adhered flexible flashing in lieu of stainless. Stainless steel drip to remain.						(4,200)			Mayor / committee.				
2. Use hot-dip galvanized stone anchors with coated screw in lieu of stainless steel.						(4,450)							
3. Use standard storefront doors in lieu of thermal.						TBD							
4. Use architectural grids inside the glass lites in lieu of applying on outside (in & out).						TBD							
5. Use 5" square, steel, in-stock site lighting poles in lieu of 6" aluminum, special-order.						(5,000)							
6. Change custom size storefront doors to nearest standard size. (North side doors.)						TBD							
							Subtotal:	2,345,030		51,765			
							Less sales tax savings:	(51,765)	Through direct-purchase per specified procedure.				
							Total Contract Award:	2,293,265					
							Budget for CM On-Site Management:	125,000	On-site supervision, trailer, etc.				
							Total Phase I Construction Costs:	2,418,265					

CERTIFICATION OF COUNTY ADMINISTRATOR

STATE OF ALABAMA)
LIMESTONE COUNTY)

I, Pam Ball, Administrator of Limestone County Commission, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by Limestone County Commission, on the 6th day of May, 2013.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

Witness my hand and seal of office this ____ day of _____, 2013.

Pam Ball, Administrator

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Ben Harrison to authorize the Chairman to execute the following resolution.

**LIMESTONE COUNTY COMMISSION
RESOLUTION
RECOGNIZING TVA'S EIGHTY YEARS OF SERVICE**

WHEREAS, the TVA Act was signed into law on May 18, 1933; and

WHEREAS, the mission of the TVA has been to provide affordable, reliable power, integrated resource management and sustainable economic development, and TVA has been successfully fulfilling that mission for eight decades; and

WHEREAS, local governments in the seven-state TVA service region not only have benefitted from but have played significant roles in all aspects of this mission, beginning in the depths of the Depression and continuing today; and

WHEREAS, TVA has adopted a renewed vision that will help it lead the Tennessee Valley region and the nation toward a cleaner and more secure energy future; and

WHEREAS, TVA's renewed vision is to be one of the nation's leading providers of low-cost and cleaner energy by 2020, while also being a leader in increased energy efficiency; and

WHEREAS, this renewed vision will be beneficial to Limestone County and the citizens of its communities.

THEREFORE BE IT RESOLVED, that Limestone County Commission hereby recognizes and congratulates the Tennessee Valley Authority on its 80th anniversary and extends thanks to TVA for its positive impact upon Limestone County and our citizens.

Adopted the 6th day of May, 2013

Stanley Menefee, Chairman

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute the following resolution for Animal Control Officers.

RESOLUTION OF LIMESTONE COUNTY COMMISSION (Animal Control Officers)

WHEREAS, Limestone County Commission established guidelines for Animal Control Officers on April 4, 2011; and

WHEREAS, the guidelines allows an Animal Control Officer to carry a firearm with proper permit and authorization; and

WHEREAS, the guidelines states that an Animal Control Officer carrying a handgun must satisfactorily complete range and shooting training as provided by the Limestone County Sheriff's Department; and

WHEREAS, Animal Control Officers must comply with all state and local laws pertaining to the carry of a firearm.

NOW, THEREFORE, BE IT RESOLVED by the Limestone County Commission that Animal Control Officers that are not A-POST certified may apply for and utilize a concealed weapon permit as long as all rules and regulations of said permit are adhered to.

ADOPTED on this 6th day of May, 2013.

Stanley Menefee, Chairman

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Steve Turner to authorize the Chairman to execute the following contract with Jerry Darnell to act as Administrative Assistant/Lab Technician for Limestone County Community Corrections Program.

SERVICES CONTRACT FOR LIMESTONE COUNTY COMMISSION

This Services Contract for the Limestone County Community Corrections Program made and entered into this 6th day of May 2013, by and between The Limestone County Commission, as the governing body of Limestone County, Alabama and Jerry Darnell.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

WITNESSETH:

In consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, and effective as of the date first above written, the parties hereto covenant and agree, each with the other, as follows:

1. PURPOSE

The purpose of this Contract is for Jerry Darnell to act as Administrative Assistant/Lab Technician of the Limestone County Community Corrections Program.

2. OBLIGATIONS AND SERVICES PROVIDED BY JERRY DARNELL

- (a) To report to the Director of the Limestone County Community Corrections Program;
- (b) To provide administrative services to the community correction program;
- (c) To perform lab duties to include, but not limited to, drug testing and color coding; and
- (d) To perform other duties as assigned that are not specifically included.

3. OBLIGATIONS OF COUNTY

- (a) To provide Jerry Darnell with reasonable and adequate use of its facilities, telephone lines, utilities and equipment which may be reasonable and necessary to further the purposes of this contract.;
- (b) To provide Jerry Darnell with adequate equipment and supplies to carry out his task.

4. TERM

This contractual agreement will be in effect beginning May 6, 2013 for an unspecified period. This contract is subject to the availability of funds generated by the Limestone County Community Corrections Program.

5. COMPENSATION

The County shall pay compensation at the rate of \$10.00 per hour for the time worked. The Administrative Assistant/Lab Technician will receive the same cost of living raise received by all County employees during the term of this contract. The Administrative Assistant/Lab Technician shall also be reimbursed for reasonable and necessary expenses incurred in regard to serving as Administrative Assistant/Lab Technician with regard the understanding that same will be pre-approved by the Limestone County Commission and Community Corrections Director.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

6. TERMINATION

This contract may be terminated by the County without cause, and effective immediately, upon the County giving Jerry Darnell written notice of its intent to terminate. This contract may be terminated, without cause, upon either party giving written notice to the other party of that party's intent to terminate the contract.

7. RELATIONSHIP TO THE PARTIES

It is expressly acknowledged by the parties hereto that no relationship of employer and employee is created by this Contract between the County and the Administrative Assistant/Lab Technician. It is further understood that the Administrative Assistant/Lab Technician is at all times acting and performing this Contract as an Independent Contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract on the date first above written:

LIMESTONE COUNTY COMMISSION

BY: _____
Stanley Menefee
Its: Chairman

BY: _____
Jerry Darnell

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Ben Harrison to authorize the Chairman to execute the following Amended Joint Fiber Optic Network Agreement between the Limestone County Commission and the City of Athens.

STATE OF ALABAMA

LIMESTONE COUNTY

AMENDED JOINT FIBER OPTIC NETWORK AGREEMENT

This AMENDED JOINT FIBER OPTIC NETWORK AGREEMENT (this "Amendment") is made and entered into effective as of the ____ day of _____, 2013 (the "Effective Date"), by and between CITY OF ATHENS, ALABAMA, an Alabama municipal corporation ("City"), and LIMESTONE COUNTY, ALABAMA, a county of the State of Alabama ("County").

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

WITNESSETH

WHEREAS, the City and County entered into a Joint Fiber Optic Network Agreement on February 17, 2011 (the "2011 Agreement") concerning the joint effort to construct a fiber optic network that connects various buildings essential to the performance of various County and City governmental functions;

WHEREAS, the fiber optic network has been successfully constructed, and is being utilized by the City and County; and

WHEREAS, the City and County desire to amend the 2011 Agreement (i) to create a Fiber Optic Committee, to assist in administering the network; (ii) to generally provide for the addition of other users of the fiber optic network; (iii) to provide for any expansion of the fiber optic network; and (iv) to lengthen the term of the 2011 Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, City and County hereby covenant and agree to amend the 2011 Agreement so that it is restated as follows:

I. PURPOSE.

The purpose of this Amended Joint Fiber Optic Network Agreement (the "Agreement") shall be to provide for the City and County's joint procurement, implementation, and operation of the Network, as specified in more detail herein.

II. DEFINITION OF NETWORK. As used in this Agreement, the term "Network" shall be defined as follows:

Network. Fiber optic cable and related infrastructure acquired and installed pursuant to this Agreement. This term shall exclude those portions of the fiber optic infrastructure extending more than fifty (50) feet inside any building. By way of example and not as a limitation, the Network shall not include (i) any hardware concerning the application or distribution of data received through such network and not acquired pursuant to the cost-allocation process set forth in this Agreement, or (ii) any part of a utility pole, structure or any building. A map of the Network is attached hereto as Exhibit A.

Network Committee. A committee composed of the following persons: (i) the I.T. Director of the County; (ii) the I.T. Director of the City; and (iii) the General Manager of Athens Utilities.

III. COUNTY'S DUTIES WITH RESPECT TO CONSTRUCTION OF NETWORK

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

A. The Project Manager shall prepare (or cause to be prepared) any and all engineering specifications and drawings needed for the construction of the Network, including its design, route map, components, and schematics (hereinafter the "Plans"), at the County's sole expense, and the same shall be used in connection with the Network upon the approval of the Mayor or his designee. The Plans may be amended upon the agreement of the Project Manager and the Mayor (or his designee). Any third-party consultants utilized in connection with the planning, engineering, installation, and/or construction of the Network shall be at the sole expense of the County.

B. The County shall purchase and acquire, at its sole expense, all materials and items deemed reasonably necessary by the Project Manager to construct the Network pursuant to the Plans.

C. Prior to the issuance of the Notice of Completion, if any City personnel are directed by the City (upon the Project Manager's concurrence) to obtain or otherwise participate in training relating to fiber optic installation, maintenance and repair related to this Agreement and/or the City's responsibilities hereunder, the County will pay all of the costs of any fiber consultant or other such professional arising from or related to such training. After the issuance of the Notice of Completion, if any City personnel are directed by the City (upon the Project Manager's concurrence) to obtain or otherwise participate in training relating to fiber optic installation, maintenance and repair related to this Agreement and/or the City's responsibilities hereunder, the County will pay half of the expense of any fiber consultant or other such professional arising from or related to such training, and the City shall pay the other half.

IV. CITY'S DUTIES WITH RESPECT TO CONSTRUCTION OF NETWORK

A. The City will install, erect and construct the Network, utilizing the materials and items obtained by the Project Manager pursuant to Section III, and the Plans discussed in Section III. Where deemed feasible by the City, the City may utilize its utility poles for such purpose. Using its reasonable discretion, the City will install, erect and construct the Network on a schedule deemed reasonable and feasible by the City. Using its reasonable discretion, the City will erect and install the Network in the manner and order deemed reasonable and feasible by the City. During such construction, the City will consult with the Project Manager with respect to the splicing of the fiber optic cable and any routing of the same in buildings or improvements and how the same may affect service to the County and City.

B. The County waives, releases and disclaims any and all express or implied warranties, claims, complaints and/or actions related to or arising from the City's installation, construction, maintenance, and/or repair of any part or all of the Network. The City releases the County from any claims, complaints, and liability related to or arising from the City's installation, construction, maintenance, and/or repair of any part or all of the Network.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

C. The City shall not be responsible for the payment of any of the materials or items necessary to install and/or construct the Network. As the City installs and/or constructs the Network, the City may learn that additional materials or engineering is/are needed to complete the work on the Network. The County will pay for and supply any additional materials or items that the City may reasonably deem necessary during the construction of the Network, under the same terms as set forth in Section III.

D. The City shall install and locate the Network in accordance with the route map made a part of the Plans. However, within its reasonable discretion, the City, during the process of installing the Network, may deviate from the map, if the City deems it necessary to do so.

E. Notwithstanding anything herein to the contrary, the City will not be required to install, erect, and/or construct any portion of the Network on or in any building or structure that is not owned and/or operated by the City, and such installation, erection, and/or construction, including but not limited to the manner in which the Network is linked to sites within such building or structure, shall be the responsibility of the owner and/or operator of the property, building, or structure.

F. The City shall make reasonable efforts to substantially complete the installation, erection and construction of the Network by no later than April 30, 2011.

V. ADMINISTRATION OF NETWORK

A. Upon the City's installation and construction of the Network, or any portion of it, the Network or such portion of it installed and constructed, shall be deemed to be owned in equal shares by the City and the County.

B. Any monies or other compensation received resulting from the use and/or operation of the Network by persons or entities other than the City and/or the County, shall be divided and distributed in equal portions between the City and the County.

C. Upon the City's reasonable determination that it has completed the construction of the Network, it shall issue a written Notice of Completion to the Project Manager.

D. The City and the County shall, subsequent to the Effective Date of this Agreement, establish a joint account in connection with the Network, to be known as the "Network Account." Any income derived from the Network; appropriations to the Network by the City, County, or other entities; and any interest or earnings received based on funds or assets of the Network, shall be placed into the Network Account. No withdrawals from the Network Account shall be made other than as set forth herein. Specific withdrawals from the Network Account

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

shall require the signature of the Project Manager and one other member of the Committee, who shall act upon the will of the Committee.

E. The Project Manager shall be a public official or public employee of either the City or the County, approved by the Athens City Council and the Limestone County Commission, prior to the Effective Date of this Agreement. The person serving as the Project Manager may be removed from these duties upon the consensus of both the city council and the county commission.

F. The Committee shall:

1. Study and evaluate the performance and function of the Network.
2. Analyze, develop, promote, and review the technical and operational issues of the Network, establishing rules and guidelines with respect to the same.
3. Establish, support, and provide for other miscellaneous functions of the Network related to, but not limited to, the following: Network security; Network expansion; Network maintenance, staffing, training, and technical issues of the Network.
4. From time to time, make requests for additional contributions from the City and County.
5. Identify and recommend the procurement of hardware and materials needed in order to utilize the Network and maximize its utility to all users of the Network.
6. Periodically report to the City and County with respect to the status, expenditures, income and occurrences with respect to the Network.
7. Approve and provide for the operation, maintenance, upkeep, repair, and improvement of the Network (and enter into contracts, on behalf of the City and County, in connection therewith), where there either will be no cost to the City and County related to the same, or where any related expenditures (i) are available in the Network Account, (ii) have been budgeted by the City and/or the County and made available pursuant to the same, or (iii) have been otherwise authorized or provided by the City and/or County.
8. Approve or recommend additional users of the Network, in accordance with Section IX and Section X.
9. Approve and provide for the expansion of the Network, upon such terms and conditions as the Committee deems fair and appropriate, where there either will be no cost to the City and County related to the construction of the expanded portion of the Network, or such expenditures (i) are available in the Network Account, (ii) have been budgeted by the City and/or the County and made available pursuant to the same, or (iii) have been otherwise authorized or provided by the City and/or County.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

G. The Project Manager shall:

1. Regularly report to the Committee with respect to the status, expenditures, income, and occurrences with respect to the Network.
2. Direct the day-to-day implementation and operation of the Network, and any and all contracts entered into by the Committee, or City and County with respect to the Network.
3. Coordinate and implement any bidding process required by law and utilized in connection with the Network and this Agreement.
4. Direct the receipt and deposit of funds related to the Network to the Network Account.
5. Make requests for and/or cause the disbursement of funds as has been directed by the Committee.
6. Direct the use of the in-kind contributions for the benefit of the Network, as the same have been approved as stated herein.
7. Immediately report all failures of the Network to the parties to this Agreement.

H. The Project Manager and Committee's authority may be increased or decreased from time to time on mutual agreement of the parties. There shall be no charge assessed to the Network Account, or to either party hereunder, with respect to the work performed by or the activities of the Project Manager and/or Committee, or of any of his/its designees or assistants with respect thereto.

VI. RECORDS.

The County shall maintain or cause to be maintained a complete set of records, statements, and accounts concerning the total operation of the Network, in which books shall be entered, fully and accurately, each and every transaction pertaining to the Network. The records shall reflect, among other things, any deposits or withdrawals regarding the Network Account, as well as all withdrawals and/or expenditure of funds appropriated by the City and/or County. The records shall also reflect, among other things, any contributions of value by the City or County. All the books will be open at all times for inspection and examination by the City or County. The City will maintain or cause to be maintained a complete set of the maps, drawings, schematics, etc. of the path of the Network and its placement in relation to the electrical poles.

VII. MAINTENANCE AND REPAIR OF THE NETWORK.

A. Subsequent to the notice of completion issued by the City pursuant to Section V(C), the City and County shall equally share the cost of any and all maintenance and repair of the Network.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

B. The Project Manager, acting pursuant to the direction of the Committee, shall coordinate all repair and maintenance of the Network arising under this Section VII.

C. The expense for all normal and routine repair and maintenance to the Network shall be drawn from the funds in the Network Account where the same are available. In carrying out such maintenance and repair, any work to be performed involving a utility pole must be approved in advance by the Athens Electric Department.

D. Before utilizing a third party in connection with any job, project or item of repair or maintenance of the Network, the Committee and/or Project Manager shall first request that such job, project, or item be performed by Athens Utilities. Athens Utilities may elect to perform such job, project, or item with its own personnel and equipment, if deemed practicable by the City, on a schedule and in a manner deemed reasonable and feasible by the City, acting within its reasonable discretion. The County waives, releases and disclaims any and all express or implied warranties, claims, and/or complaints related to or arising from the City's work related thereto. The City releases the County from any claims, complaints, and liability related to or arising from the City's work related thereto. Upon Athens Utilities' performance of such work, the County will pay for ½ the cost of the labor, equipment, materials, and supplies incurred by Athens Utilities in connection with such work, as determined by the City in its reasonable discretion.

VIII. PROVISIONS CONCERNING UTILITY POLE ATTACHMENTS

To the extent that the City places, maintains, and/or permits the Network to be placed on its utility poles, the following terms apply:

A. The City may move or modify the Network connections on the utility poles as needed (including but not limited to removing, relocating, replacing or renewing the fiber optic cables or related infrastructure placed on said poles, transferring them to substituted poles, or performing any other work in connection with the said fiber optic cables or related infrastructure that may be required by the City), in the City's reasonable discretion, and such charges shall be shared equally by the City and County. Any costs for trimming and cutting, all trees, shrubbery, and other vegetation necessary for the proper operation of cables, wires, and appliances related to such poles, shall also be done by the City (as it relates to the poles) and the cost shall be shared equally by the City and County.

B. The City shall provide oral or written notice to the Committee and Project Manager at least fourteen (14) days prior to any modification, maintenance, or repair by the City to the Network that will disrupt or interrupt the Network service to the County. However, in the event of an emergency or other unforeseen circumstance that makes such advance notice unfeasible, then the City shall

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

provide written or oral notice to the Committee and Project Manager as soon as the same may be reasonably possible.

C. The City reserves to itself, its successors and assigns the right to maintain its utility poles, to operate its facilities thereon, and to enlarge its facilities in such a manner as will best enable it, in its sole discretion, to fulfill its own service requirements and meet its customers' needs. The City shall not be liable to County for any interruption of Network service of County or for any interference, however caused, with the operation of the cables, wires, and appliances of the Network, arising in any manner out of the use of City's utility poles, including any effects undesirable to County which the presence, breakdown, operation, maintenance, alteration of, or additions to, the lines and other facilities of City or those jointly using City's utility poles may have upon the Network, even if the cause of such effects may be attributable to negligence (including, without being limited to, City's contributory negligence, concurring negligence, active negligence and passive negligence) on the part of City or its agents.

D. Nothing herein contained shall be constructed as affecting the rights of privileges previously conferred by City, by contract or otherwise, to others, not parties to this agreement, to use any utility poles covered by this agreement; and City shall have the right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

E. No use, however extended, of City's utility poles, under this agreement, shall create or vest in County any ownership or property rights in said utility poles, but County's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel City to maintain any of said utility poles for a period of longer than demanded by its own service requirements.

IX. USE OF NETWORK BY CITY OR COUNTY DEPARTMENTS, AGENCIES, AND RELATED ENTITIES

A. Upon approval of the Committee, the City, acting through the Mayor, may allocate and apportion a part of the capacity of the Network (through agreement, license, lease, or otherwise) to or among any various City departments, instrumentalities and agencies, including but not limited to any and all public bodies, public entities or public corporations, where the governing boards or officers are appointed in whole or in part by the City and/or its officers.

B. Upon approval of the Committee, the County, acting through the Chairman of the Limestone County Commission, may allocate and apportion a part of the capacity of the Network (through agreement, license, lease, or otherwise) to or among any various County departments, instrumentalities and agencies, including but not limited to any and all public bodies, public entities or public corporations, where the governing boards or officers are appointed in whole or in part by the County and/or its officers.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

- C. Upon approval of the Committee, the City and County (acting through the Mayor and County Commission Chairman, respectively) may jointly allocate and apportion a part of the capacity of the Network (through agreement, license, lease, or otherwise) to or among any and all public bodies, public entities or public corporations, where the governing boards or officers are appointed in whole or in part by the City and the County.
- D. In the event that the City and/or County allocate(s) or apportion(s) a part of the capacity of the Network among recipient(s) as set forth in this Section IX, that party(ies) is responsible for coordinating and constructing (and paying any and all associated costs and expenses for) the installation, interconnection, activation, and/or implementation related to enabling such recipient(s) to utilize the same, including but not limited to the placement of other lines and cables and connection of such facilities to the Network. The City and/or County, as the case may be, may cause such costs and expenses to be borne by the recipient(s).

X. USE OF NETWORK BY OTHER PARTIES

- A. The Committee may recommend to the City Council and County Commission an arrangement whereby an additional person(s) or entity(ies) (other than those discussed in and governed by Section IX), utilize the Network, upon such terms and conditions as the Committee finds to be appropriate and reasonable. Such terms may address, among other things, any fees/rent/other compensation paid by such person(s) or entity(ies); responsibility for costs and expenses associated with the installation, interconnection, activation and/or implementation related to enabling such person(s) or entity(ies) to utilize the same; and location and manner of connections to the Network.
- B. The City Council and County Commission may allocate and apportion a part of the capacity of the Network (through agreement, license, lease, or otherwise) to or among such additional person(s) or entity(ies), upon the recommendation and terms suggested by the Committee.

XI. TERM OF THE AGREEMENT AND RESPONSIBILITIES UPON TERMINATION

- A. The initial term of this Agreement shall be for ten (10) years. Thereafter, the Agreement shall automatically renew itself for additional terms of one (1) year in duration, for up to a total cumulative period of twenty (20) years, unless either party provides written notice of termination to the other within six (6) months prior to the expiration of the current term.
- B. At any time, the term of this Agreement may be extended for a definite period upon the mutual agreement of the City and County.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

C. If the initial term of this Agreement, or any succeeding term, concludes without any renewal or extension of this Agreement, or this Agreement is otherwise terminated pursuant to this Agreement, then the Network operations shall be wrapped up as follows. The City will remove and disable the Network, in a manner and upon a schedule deemed reasonable and feasible by the City, and the cost of such removal (including but not limited to the cost of the labor, parts, equipment, and supplies) shall be allocated by and between the City and County in equal parts. Any license or permission for the County's use of the City's utility poles related to the Network pursuant to this Agreement shall terminate upon such removal. The City will deliver any and all salvageable components of the Network, as so deemed in the reasonable discretion of the City, to the County. The County's share of the expense related to such removal shall be paid from its contributions to the Network Account, and if no such funds are available in such account, shall be otherwise owed by the County to the City. Otherwise, any funds remaining in the Network Account after the removal of the Network, including but not limited to any monies or other compensation received resulting from the use and/or operation of the Network by persons or entities other than the City and/or the County, shall be divided and distributed in equal portions between the City and the County.

D. In the event of any breach of this Agreement, either party may elect to: (i) file suit against the other party for any owed monetary amount, and in such event the successful parties shall also be entitled to an award of reasonable attorney fees, (ii) terminate the Agreement upon written notice to the other party, after the failure of the other party to cure any default within fourteen (14) days of such notice of cure, (iii) initiate any legal or equitable proceeding authorized by law, and/or (iv) implement any of the above in combination.

XII. FINANCIAL OBLIGATIONS

If either the City or the County owes a cost or expense obligation hereunder, then the Project Manager, the City, or the County (as the case may be), shall issue a notice requesting payment. If such payment is not made within fourteen (14) days of such notice, then the City or the County (as the case may be) shall be deemed in default. If either City or County defaults with respect to its cost and expense obligations owed to a non-party to this Agreement, then the other party may, but shall not be obligated to, cure the default or defaults ("Default") and the defaulting party shall be obligated to reimburse the other party for: (1) the amount of money spent by the other party in curing the Default; (2) the amount of obligations incurred, but not yet paid, by the other party in curing the Default; and (3) the reasonable value of services provided by the other party with respect to the cure of the Default. Such payment must be made by the defaulting party within fourteen (14) calendar days of its receipt of written notice from the other party of the action it has taken with respect to the cure of the Default and the amount of money it has spent, the amount of obligations it has incurred and the value of services it has provided with respect thereto. Upon the written request of the defaulting party, made within five (5) calendar days of its receipt of such written notice, the other party shall provide the defaulting party reasonable supporting documentation with respect to the money it has spent, the obligations it has incurred and the value of services it has

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

provided to cure the Default; provided, however, that such request for information shall not extend the fourteen-day period within which the defaulting party must reimburse or pay the other party for the payments it has made or the obligations it has incurred, unless such information is not delivered to the defaulting party within the fourteen-day period, in which case the fourteen-day period shall be extended by the number of days after the expiration of the fourteen-day period that the requested information was received by the defaulting party.

XIII. TERMS FOR NEW USERS

Unless the Committee unanimously agrees otherwise, the City and/or County shall cause any other user(s) of the Network that are not under the direct control of the City or County, to agree to the following terms prior to their use of the Network:

- A. The User understands that the Network is owned by the City and County, and is located on poles and facilities owned by the City and/or County. The User understands that the City and/or County reserves to itself, its successors and assigns, the right to maintain its Network, its poles, to operate its facilities thereon, and to enlarge its facilities in such a manner as will best enable it, in its sole discretion, to fulfill its own service requirements and meet its other needs. The City and/or County (or any of its/their employees, agents, and officers) shall not be liable to the user for any interruption to service of user or for any interference, however caused, with the operation of the Network, cables, wires, and appliances of City and/or County, arising in any manner out of the use of the City and/or County's Network, poles, and/or facilities, including any effects undesirable to User which the presence, breakdown, operation, maintenance, alteration of, or additions to, the Network, lines and other facilities of the City and/or County (or those other entities using the City's poles) may have upon the Network or the transmissions of User, even if the cause of such effects may be attributable to negligence (including, without being limited to, the City and/or County's contributory negligence, concurring negligence, active negligence and passive negligence) on the part of the City and/or County (or its/their agents).
- B. No use, however extended, of the Network shall create or vest in User any ownership or property rights in said Network.
- C. Neither the City nor County warrants that the Network will meet the User's requirements, that the operation of the Network will be uninterrupted or error-free, or that any defects in the Network will be corrected. Neither the City nor County warrant or make any representations regarding the use or the results of the use of the Network in terms of its correctness, accuracy, reliability or

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

otherwise. Neither the City nor County represents or warrants that the User will be able to access or use the Network at times or locations of their choosing, or that the Network will have adequate capacity. No oral or written statement, information or advice given by the City or County, any of their affiliates, or their respective employees or agents, shall create any warranties regarding the Network.

- D. IN NO EVENT WILL THE CITY OR COUNTY (OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, OR OFFICERS) BE LIABLE TO THE USER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE NETWORK OR TO USE OR RETRIEVE ANY CRITICAL INFORMATION, WHETHER FOR BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE.

XIV. GENERAL TERMS

- A. Entire Agreement. The entire agreement of the parties is contained in this Agreement. This instrument may not be modified or amended without the agreement of all the parties in writing.
- B. Fiscal Year. The fiscal year of the joint venture described herein shall commence on October 1 and close on September 30 of each year of operation. All accounting based on fiscal year figures shall be completed within thirty (30) days after the close of the fiscal year.
- C. New Parties to Agreement
1. New parties may be added to this Agreement only upon the written consent of the City and the County, and upon such terms as they may agree to at such time.
- D. Restriction of Sale or Transfer. Neither the City nor the County may sell, transfer or pledge its interest in the Network without the written consent of the other.
- E. Negation of Partnership. The parties agree that this joint venture is not a partnership and shall not be governed by the partnership laws of any country or state.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

F. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

G. Headings. The headings, titles, and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning of construction of any provision hereof.

H. Other Instruments. The parties agree that they will execute such other and further instruments and documents as are, or may become, reasonably necessary or convenient to effectuate or carry out the purposes of this Agreement.

I. Notices. Except as in Section VIII(B), any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) facsimile transmission (provided that such facsimile transmission is confirmed), sent to the intended addressee at the address set forth below or at such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this Agreement, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided in this Agreement, or, in the case of facsimile transmission, upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

To County: Chairman
 Limestone County Commission
 310 West Washington Street
 Athens, AL 35611

To City: Mayor
 City of Athens, Alabama
 200 West Hobbs Street
 Athens, AL 35611

J. Successors and Assigns. Neither party shall assign or transfer its rights or duties in this Agreement without the express written consent of the other party. Any transfer or assignment made without the consent of the other party shall not relieve the transferor or assignor of his or her duties or obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

K. Amendment and Waiver. Any provision of this Agreement may be amended or waived if, but only if such amendment or waiver is in writing and is signed by County and City.

L. Governing Law. The laws of the State of Alabama, without regard to principles of conflicts of laws, govern this Agreement.

M. Third Party Beneficiaries. It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

N. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

O. Strict Construction. It is the intent of the parties hereto that this Agreement shall be deemed to have been prepared by all the parties to the end that no party hereto shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

P. Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

Q. Franchise. This Agreement shall not be construed as extending a franchise to the County for the use of the public rights of way of the City. Nothing contained herein shall be construed to create or require of the County a franchise agreement with the City.

R. Non-Waiver. Nothing contained in this agreement shall be construed in any way to waive, limit, abrogate, or compromise immunities of any type or any other protection provided by the Constitution of the State of Alabama or the United States, the common law, or federal and state statutes, including any limitation on the amount of damages potentially recovered against a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY:

THE CITY OF ATHENS, ALABAMA

Attest:

City Clerk

By: _____
Name: _____
As Its Mayor

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

COUNTY:

LIMESTONE COUNTY, ALABAMA

Attest:

County Clerk

By: _____
Name: _____
As Its Chairman,
Limestone County Commission

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by James W. "Bill" Latimer to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2438	Single Axle Dump Truck (District 4)	Neely Coble Truck Center	\$77,325.00

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to employ Joseph Mears as Equipment Operator II in District 2, pending drug & alcohol screening.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

Name	Position	Effective Date
Rennie Allison	Corrections Officer	5/02/13
Angela Ferguson	Tag Clerk	5/08/13
Casey Foxworthy	Deputy	5/16/13
Laura Guthrie	Tag Clerk	5/04/12
Terry Johnson	Deputy	5/02/13
Stephanie Little	Administrative Clerk	5/31/13
Vicky Marbery	Custodian	5/16/13
Jessica Pierce	Deputy Revenue Comm.	5/01/13
Stacey Pope	Equipment Operator II	5/02/13
Tina Stark	Receptionist	5/02/13
Nicholas Thompson	Communications Officer	5/03/13
Jonathan Yerdon	Deputy	5/13/13

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Ben Harrison to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
Graystone Subdivision Phase II	Major	Final	24	1	Old Schoolhouse Rd, extending Heathrow St.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by James W. "Bill" Latimer to carryover the approval for repairs at the Veterans Museum and to take action at the next work session on May 15, 2013.

The Chairman asked if there was any discussion. Commissioner Harrison stated the cost for repairs will be \$500.00 less than originally estimated to seal a block wall and install a gutter and downspouts. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Ben Harrison to change the Bingo Permit for Vietnam Veterans of America Chapter 511 to play on Monday nights instead of Friday nights.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to authorize AFLAC to offer its products directly to Commission employees by utilizing a third party agency, Piedmont Payment Services, to collect and remit the premiums. (This is not payroll deductible and at no cost to the County.)

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by James W. "Bill" Latimer to remove the following items from inventory:

Department	Item	Inventory or Serial #
Board of Registrars	Cisco IP Phone 7940 Series	INM08401G6S
County Commission	Merlin Telephone Equipment	1472
	Speaker System	2173
	Shredder	3123
	Anti-Virus Filtering - Axiom	3717
	Software	3788
	Hasler Postage Machine	4054/4EJG293
	Hasler Postage Machine	4055/4EJH058
	HP Color Laser Jet 4650dn Printer	4104
	Upgrade Payroll to PRO Fundware	4106
	Gateway E9515 RMS Server	4429
	Gateway Laptop	4536
	Starter Kit/Scanner	4549
	Starter Kit/Scanner (duplicated 4549)	4557
Courthouse	Cisco ATA 186 Telephone Adaptor	INM08171VZE
	Cisco ATA 186 Telephone Adaptor	FCH125180W0
	Cisco ATA 186 Telephone Adaptor	FCH1215FLUK
	Cisco ATA 186 Telephone Adaptor	FCH1251808F
EMA	Computer Server	4236 - 18315
	VHF Repeater	4361
	Mobile Duplexer	4362
	UHF Repeater	4363

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

Department	Item	Inventory or Serial #
Information Technology	Backup Software Motion LE 1700 Tablet Computer Network Data/Voice Cabling Cisco Smartnet IP Service Cisco PAM Data Integration Cisco IP Phone 7910 Cisco IP Phone 7940 Cisco IP Phone 7945 Cisco IP Phone 7961 Cisco IP Phone 7961	4572 4602 4625 4860 4904 1NM07330E3B 1MN09211CN4 FCH12379YA0 FCH117D785 FCH121D71M
Jail	Console (duplicate asset # 15191) Console (duplicate asset # 15192) Console (duplicate asset # 15193) Dispatch Furniture 32 Mobile Radios Copier 8' x 8' Storage Building Server Duplex Printer Copier/Fax/Scanner Active Directory Server Laptop Computer Voice Recording System	3925 3926 3927 4064 4105 4114 4156 4181 4307/992BBRD 4333/AI940 4518/40287827 4525/J57PPD1 4594
Probate Judge	HP 5100 TN Printer HP 3600N Model Q5987A	CNGN127835 CNWDF16432
Sheriff's Department	Transmitter Transmitter Copier Server Patrol Car Camera Workstation Server Software	3573 3574 4112/AH363 4547/81QGDF1 4783 4789 4790

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Steve Turner to transfer the following inventory items:

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

Transferred from	Transferred to	Item	Inventory or Serial #
EMA	Ardmore Police Dept.	Onan Generator 20 KW	4031
	Athens-Limestone Hosp.	Zodi Rapid Decon Shower	4141
	Athens-Limestone Hosp.	Litter Conveyor System	4142
	Athens-Limestone Hosp.	Litter Conveyor System	4143
	Ardmore Police Dept.	Video Surveillance System	4309
	Athens-Limestone Hosp.	UHF Repeater	4340
	Athens-Limestone Hosp.	UHF Repeater	4341
	Sheriff's Department	UHF Repeater	4368
	Sheriff's Department	Mobile Duplexer	4369
	Sheriff's Department	Radio Dispatch Console	4414
	Athens Board of Ed.	UHF Repeater System	4481
	Ardmore Police Dept.	UHF Repeater	4756
	Athens Fire & Rescue	Fujitsu Lifebook Tablet PC	4799
	Athens Fire & Rescue	Fujitsu Lifebook Tablet PC	4800
	Athens-Limestone Hosp.	Fujitsu Lifebook Tablet PC	4801
	Athens-Limestone Hosp.	Fujitsu Lifebook Tablet PC	4802
	Sheriff's Department	Fujitsu Lifebook Tablet PC	4803
	Sheriff's Department	Fujitsu Lifebook Tablet PC	4804
	Athens Police Dept.	UHF Repeater	4938
	Athens Police Dept.	Power Amplifier	4939
Information Technology	Sheriff's Department	Barracuda Spam Firewall	4542
	Sheriff's Department	3745 Cisco Voice Router	4603
	Clinton Street Board Rm	Infocus Projector & Screen	4720
	Child Advocacy Center	CAC Desk & Credenza	4834

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Menefee opened the public hearing to discuss vacating a portion of Shoal Creek Road from Gardner Hollow Road to the Alabama - Tennessee state line.

The following residents addressed the Commission in opposition to vacating the portion of Shoal Creek Road. Residents stated the removal of the bridge has caused an inconvenience which forces travelers and emergency responders to take a much longer route. Residents requested that the Commission consider replacing the bridge that was removed.

- Smithy Townsend - Minor Hill, TN
- Joe Townsend - Anderson, AL
- Ermer Boyd - Goodsprings, TN
- Philip Hendrix - Minor Hill, TN
- Giles County Commissioner Jackson - Minor Hill, TN

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

MOTION was made by Ben Harrison and seconded by Gary Daly to approve the following resolution to vacate a portion of Shoal Creek Road.

RESOLUTION

WHEREAS, a portion of the Shoal Creek Road, between Gardner Hollow Road and the Alabama-Tennessee state line located in Section 6, Township 1 South, Range 5 West in Limestone County, Alabama is no longer in use by the general public, and

WHEREAS, the Limestone County Commission finds it in the public interest to vacate said portion of the Shoal Creek Road, and

WHEREAS, the proposed vacation of said portion of the Shoal Creek Road has been duly advertised four consecutive weeks (April 7, 14, 21 and 28, 2013) in the News-Courier, a newspaper of general circulation in Limestone County, and

WHEREAS, the adjoining property owners, Gilbert Elliot Johnson, David Johnson, William David Johnson, Jr., W. Van Gilbert Martial Trust, and Smith Rolin Townsend have been notified of the proposed vacation and Public Hearing concerning the vacation of said portion of the Shoal Creek Road, and

WHEREAS, the vacation of said portion of Shoal Creek Road will not deprive any owner of any right to convenient and reasonable means of ingress and egress, and

WHEREAS, a Public Hearing was held on May 6, 2013 at 10:00 AM at the Clinton Street Annex of the Limestone County Commission,

THEREFORE, BE IT RESOLVED that the portion of the Shoal Creek Road, between Gardner Hollow Road and the Alabama-Tennessee state line located in Section 6, Township 1 South, Range 5 West in Limestone County, Alabama is hereby vacated in accordance with the Code of Alabama 1975 §23-4-1 and §23-4-2.

Done this 6th day of May, 2013.

Stanley Menefee, Chairman

Gary Daly, District 1

Steve Turner, District 2

Bill Latimer, District 3

Ben Harrison, District 4

The Chairman asked if there was any discussion. Commissioner Gary Daly asked if a traffic count study had been conducted on that portion of the road. County Engineer Richard Sanders stated there had not been a study. The Chairman called the roll. Gary Daly, aye; Steve Turner, nay; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries.

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

Chairman Menefee opened the public hearing to discuss vacating a portion of Dogwood Flats Road from the south boundary of the New Hopewell Missionary Baptist Church property south for a distance of approximately 2230 feet to the 90 degree curve to the east, more particularly described as beginning at a point 418.71 feet south of the Northeast corner of the East half of the East half of the Southwest Quarter of Section 2, Township 4 South, Range 4 West and running thence south to the South boundary of said Section 2.

Tommy Woodroof addressed the Commission with concerns about vacating the portion of Dogwood Flats Road. Shirley Jones and Sara Johnson Crossfield spoke in opposition of vacating Dogwood Flats Road.

MOTION was made by James W. "Bill" Latimer and seconded by Ben Harrison to approve the following resolution to vacate a portion of Dogwood Flats Road.

RESOLUTION

WHEREAS, a portion of the Dogwood Flats Road, from the south boundary of the New Hopewell Missionary Baptist Church property south for a distance of approximately 2230 feet to the 90 degree curve to the east, more particularly described as beginning at a point 418.71 feet south of the Northeast corner of the East half of the East half of the Southwest Quarter of Section 2, Township 4 South, Range 4 West and running thence south to the South boundary of said Section 2, in Limestone County, Alabama is no longer in use by the general public, and

WHEREAS, the Limestone County Commission finds it in the public interest to vacate said portion of the Dogwood Flats Road, and

WHEREAS, the proposed vacation of said portion of the Dogwood Flats Road has been duly advertised four consecutive weeks (April 7, 14, 21 and 28, 2013) in the News-Courier, a newspaper of general circulation in Limestone County, and

WHEREAS, the adjoining property owners, Thomas Schram Woodruff, James M. Newby, Jr., Jerry A. Newby and Anderson Farms, Inc. have been notified of the proposed vacation and Public Hearing concerning the vacation of said portion of the Dogwood Flats Road, and

WHEREAS, the vacation of said portion of Dogwood Flats Road will not deprive any owner of any right to convenient and reasonable means of ingress and egress, and

WHEREAS, a Public Hearing was held on May 6, 2013 at 10:00 AM at the Clinton Street Annex of the Limestone County Commission,

THEREFORE, BE IT RESOLVED that the portion of portion of the Dogwood Flats Road, from the south boundary of the New Hopewell Missionary Baptist Church property south for a distance of approximately 2230 feet to the 90 degree curve to the east, more particularly described as beginning at a point 418.71 feet south of the

MINTUES, LIMESTONE COUNTY COMMISSION, MAY 6, 2013

Northeast corner of the East half of the East half of the Southwest Quarter of Section 2, Township 4 South, Range 4 West and running thence south to the South boundary of said Section 2, in Limestone County, Alabama is hereby vacated in accordance with the Code of Alabama 1975 §23-4-1 and §23-4-2.

Done this 6th day of May, 2013.

Stanley Menefee, Chairman

Gary Daly, District 1

Steve Turner, District 2

Bill Latimer, District 3

Ben Harrison, District 4

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Menefee announced action will be taken at the next work session on May 15, 2013 to approve a resolution for East Limestone Senior Center.

Recessed at 10:55 a.m. until 10:00 a.m. on Wednesday, May 15, 2013, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.